

## **RESOLUTION**

### **BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:**

That the Mayor is hereby authorized to sign a Letter of Agreement, and any related documentation, with the El Paso Electric Company to provide for the installation of underground electrical service to the Animal Shelter Facility, located at 5001 Fred Wilson, El Paso, El Paso County, Texas. Said electrical service shall consist of an underground system consisting of a 277/480 volt, three phase, four wire. One (1) 500 KVA transformer will be installed to service the electrical load.

**ADOPTED THIS 30<sup>TH</sup> DAY OF MARCH 2004.**

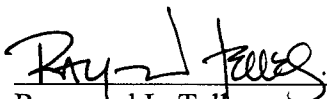
THE CITY OF EL PASO:

\_\_\_\_\_  
Joe Wardy, Mayor

ATTEST:

\_\_\_\_\_  
Richarda Duffy Momsen, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Raymond L. Telles  
Assistant City Attorney



P.O. Box 982  
El Paso, Texas  
79960-0982  
(915) 543-5711

March 11, 2004

Mr. Raymond L. Telles  
City of El Paso  
#2 Civic Center Plaza  
El Paso, Texas 79901

Dear Mr. Telles:

**PROPOSED UNDERGROUND ELECTRICAL SERVICE TO ANIMAL SHELTER FACILITY  
AT 5001 FRED WILSON IN EL PASO, TEXAS.**

This Letter of Agreement (Agreement) summarizes the terms under which El Paso Electric Company agrees to provide the extension of electric service to **ANIMAL SHELTER FACILITY**, by way of an underground distribution system, hereinafter the "Underground System."

**I. Parties and Term**

In consideration of the promises hereinafter contained and other good and valuable consideration, this Agreement is entered into by and between **El Paso Electric Company**, hereinafter called the "Company," and **CITY OF EL PASO**, hereinafter called the "Customer," conjunctively known as the "Parties."

**II. Location**

The Customer has requested the Company to install an Underground System to provide electric service to the location(s) as shown on the attached Company drawing marked **exhibit "A"** and incorporated herein the same as if fully set out herein.

This Agreement covers only the area and Company facilities shown on the Company drawing. Any future extension of service to additional buildings or property not reflected in the drawing attached hereto will be negotiated by a separate agreement.

**III. Type of Service**

1. The Company will do the trenching, bedding and backfilling; provide, install, own and maintain the high voltage duct system, pull boxes, high voltage cables, transformer pads and transformer(s) and its related equipment. The Customer will provide, install, own and maintain all ducts and low voltage cables from the secondary terminals of our transformer to and within the building. The **500 KVA** transformer serving the facility can accommodate a maximum of **six (6) 500 MCM** conductors per phase. Should the Customer's secondary conductors

padmounted secondary bus enclosure approved by the Company at a location near the transformer designated by the Company. The secondary conductors installed by the Customer shall have sufficient length to reach the terminals of our transformer(s) without splices and shall be installed as shown on the attached **Company DSU 440, pages 1 & 2 of 2**, and incorporated herein the same as if fully set out herein and marked as **exhibit "B"**.

The Underground System for this project as covered in this agreement will be **277/480 volt, three phase, four wire**.

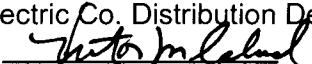
Adequate protection, as specified by the Company, shall be installed at the Customer's expense to provide protection to the transformer(s) from vehicular traffic in accordance with the attached **Company DSU 515, pages 1 & 2 of 2** and incorporated herein the same as if fully set out herein and marked **exhibit "C"**.

2. In the event that paving, curbs, gutters, driveways, sidewalks or other permanent obstacles to trenching are installed in or across the Company's right-of-way or easement before the installation of the Underground System, the cost of repair for the repaving, repair or replacement of the damaged curbs, gutters, sidewalks, driveways or paving caused by the construction of the Underground System by the Company and Company's contractor shall be borne by the Customer.
3. All areas where the Company's Underground System and related facilities are to be installed shall be to final grade prior to the start of the work by Company's contractor.
4. The Customer agrees to pay the cost of (1) relocation or extension, or both, as the case may be, of any installed electrical distribution facilities, whether underground or overhead, due to grade changes, replat, or to meet other requirements of the Customer, builder, or lot owner, and (2) repair or replacement, or both, as the case may be, of any Company facilities covered in this Agreement should such facilities be damaged during land development or building construction, or both, as the case may be unless or until such time that this financial responsibility is transferred to another party under terms included in a written contract; provided, however, that this transfer of responsibility shall not release the Customer from the obligation of paying for relocation, extension, repair or replacement as stated above if the need for such an action is shown to have been caused by the Customer or its agents, even though discovery of the cause comes after a transfer of financial responsibility.
5. The Underground System will not be energized until all construction of electric facilities has been completed and appropriate inspections have been made to insure safe and reliable operation.
6. The Customer's electrical contractor shall contact the Company's Power Consultant for the necessary metering information and confirmation of the point of service.

#### IV. Other Conditions

1. Installation of the Underground System is subject to the Company securing firm easements and rights-of-way by dedication or at the nominal cost of one dollar (\$1.00). It is understood that the Customer will need to provide all necessary property irons or acceptable markings so that the Underground System and related facilities can be properly located in the easements.
2. The Customer shall meet all other rules, requirements, policies, codes, standard procedures and regulations as set forth and practiced by the Company.
3. **Ms. Rachel Sardaneta**, Company Underground Construction Inspector, phone **543-5924**, will act as the representative for the Company in coordination, inspection and other liaison work during the field construction of the Underground System and related facilities. This Inspector and the Customer's designated representative shall be responsible for coordinating work in the field. If they cannot reach agreement on any item under discussion, the matter shall be referred to a designated Principal of the Customer and the Company's Supervisor-Customer Field Services for amicable and mutually satisfactory settlement.
4. In the event any term or provision of this Agreement is found to be invalid or unenforceable, such findings shall not affect the validity or enforceability of the remainder of this Agreement. No waiver by the Parties of any term or condition of this Agreement or any breach thereof shall be construed as a waiver of any other term or subsequent breach of that or any other term or condition hereof.
5. This Agreement shall be available for execution only for sixty (60) days from the date of this Agreement. After sixty days, the Company reserves the right to renegotiate the terms stated herein.
6. This Agreement is not assignable by the Customer without the Company's prior written approval. This Agreement shall be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns. This Agreement is not to be considered as a precedent or course of dealing to which the parties will be bound in the future.
7. The Territorial Planner in charge of this project is **Victor M. Cabral**, office phone **(915)543-5821** or mobile phone **525-2377**.
8. Please sign and return the original and one copy of this Agreement.

Sincerely,

Victor M. Cabral  
Senior Territorial Planner  
El Paso Electric Co. Distribution Dept.  
Accepted: 

**CITY OF EL PASO**

\_\_\_\_\_  
**Joe Wardy**  
**Mayor**

**Date:** \_\_\_\_\_

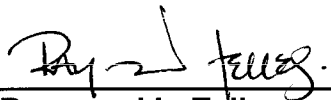
**Project**  
**Coordinator:** **City Engineer**

**Telephone**  
**Number:** **(915) 541-4200**

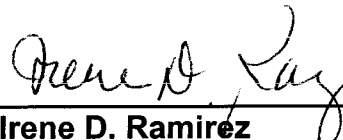
**ATTEST:**

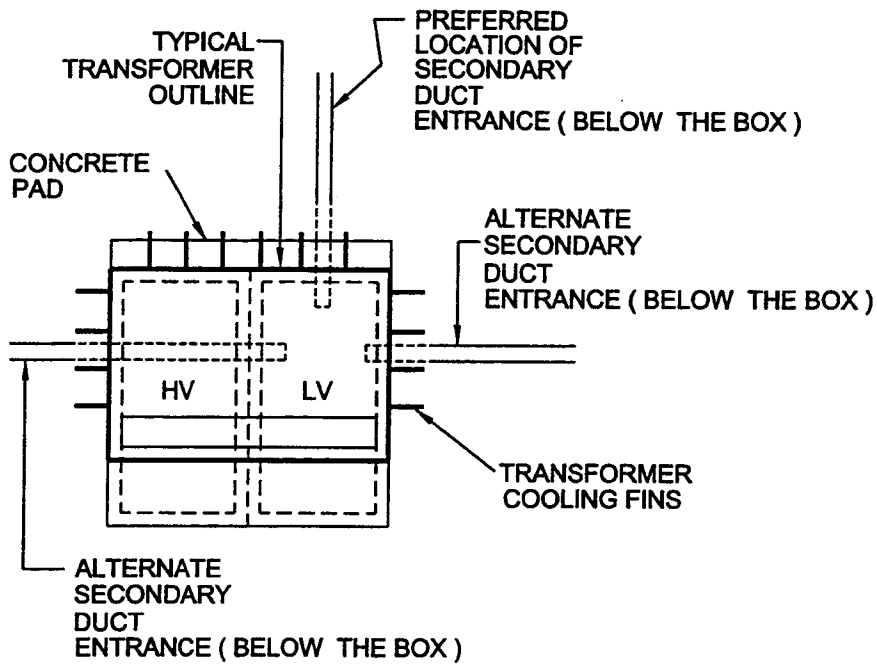
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**Richarda Duffy Momsen**  
**City Clerk**

**APPROVED AS TO FORM:**

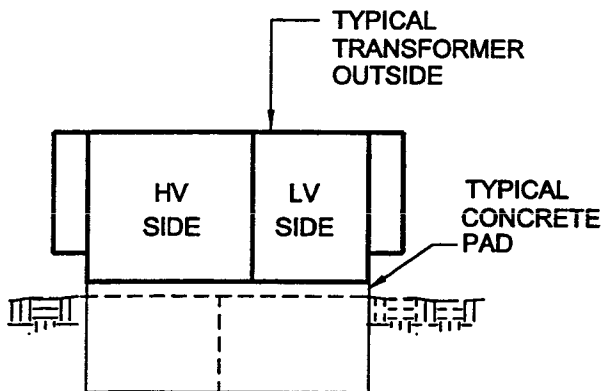
  
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**Raymond L. Telles**  
**Assistant City Attorney**

**APPROVED AS TO CONTENT:**

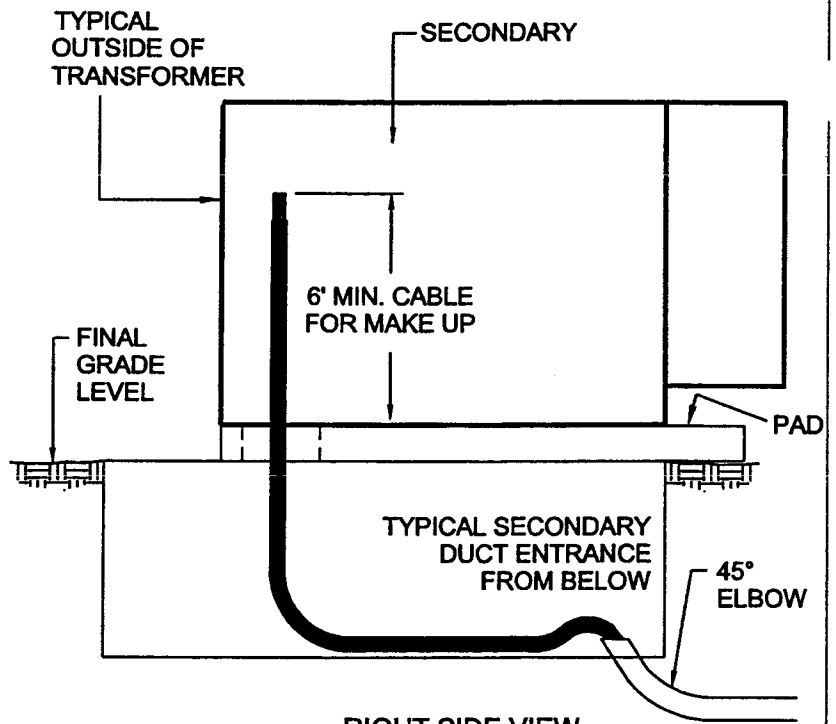
  
\_\_\_\_\_  
**Irene D. Ramirez**  
**Interim City Engineer**



TOP VIEW



FRONT VIEW



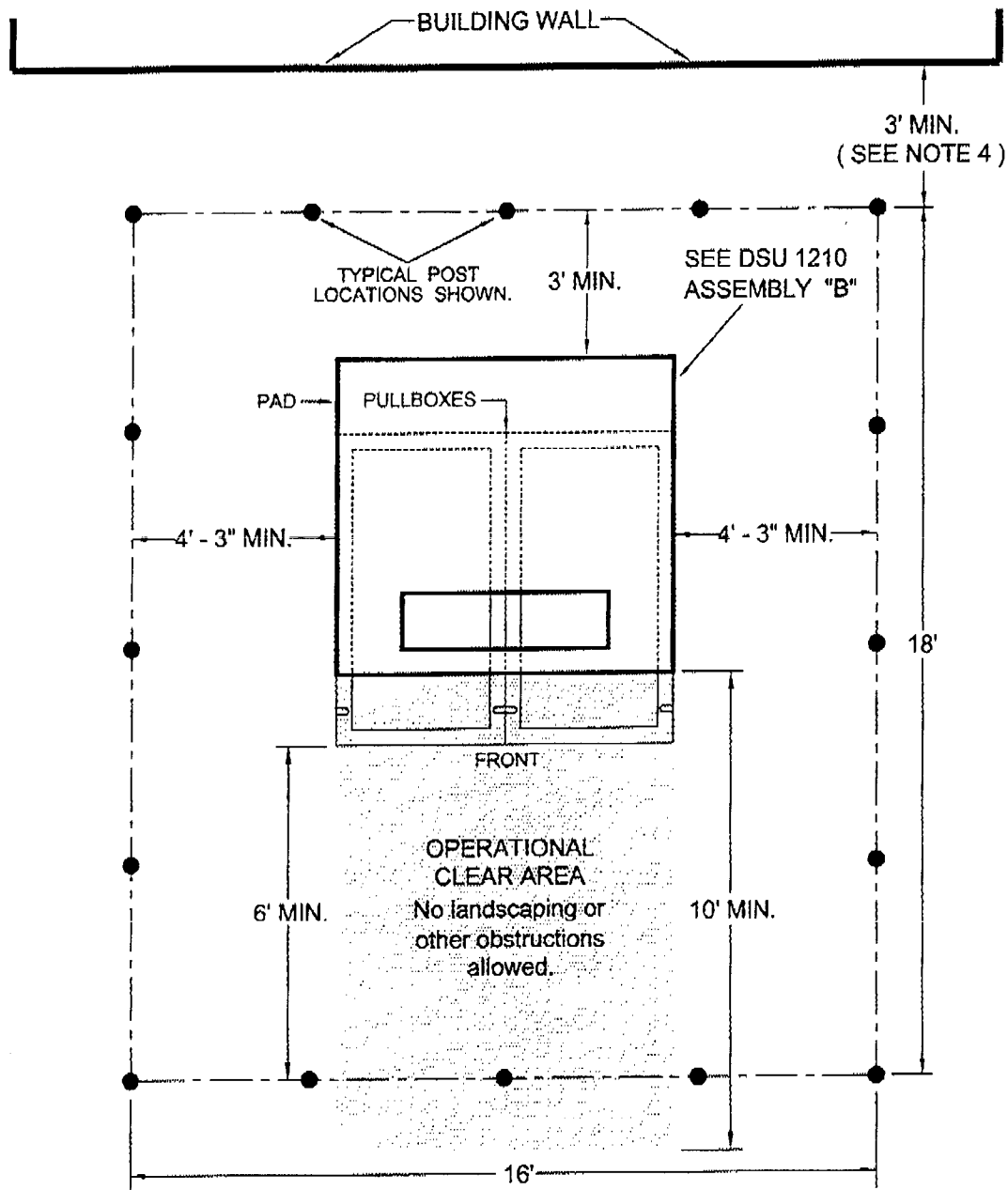
RIGHT SIDE VIEW

## EXHIBIT B

### TYPICAL CUSTOMER SECONDARY CABLE LENGTH PADMOUNT TRANSFORMERS

NOTES:

- 1 DUCT OR ELBOW SHOULD TERMINATE 3" - 4" ABOVE SURFACE INSIDE PULLBOX.
- 2 SECONDARY CABLE SHALL REST ON BOTTOM OF PULLBOX AS SHOWN.
- 3 DUE TO POSITIONING OF LEVELING BLOCKS, DUCT MUST NOT ENTER PULLBOX WITH 12" OF ANY CORNER.
- 4 METERING CONDUITS MUST ENTER PULLBOX ON LV SIDE FROM BELOW.



● CONCRETE  
FILLED POSTS

OPERATIONAL CLEAR AREA

□ RIGHT - OF - WAY

EXHIBIT "C"

CLEARANCES AND RIGHT - OF - WAY REQUIREMENTS  
FOR 3Ø PADMOUNT TRANSFORMERS  
500 - 2500 KVA

ORIG. DATE: 11/05/72  
REV. DATE: 05/30/02

EL PASO ELECTRIC CO. DISTRIBUTION STANDARD

DSU 515  
PAGE 1 OF 2



NOTES:

- 1 WHERE THIS AREA IS SUBJECT TO VEHICULAR TRAFFIC, THE CUSTOMER WILL INSTALL PROTECTION AS DESCRIBED BELOW BEFORE ELECTRICAL SERVICE IS PROVIDED.
  - A. CONCRETE FILLED METAL PIPES WITH A 4 INCH MINIMUM DIAMETER USED AS POSTS, 3 FEET MINIMUM SECURELY EMBEDDED IN CONCRETE AND EXTENDING AT LEAST 4 FEET OUT OF THE GROUND.
  - B. THE POSTS SHOULD BE EQUALLY SPACED BUT NOT MORE THAN 5 FEET APART AND LOCATED ON THE PERIMETER OF THE EASEMENT ON THOSE SIDES REQUIRING PROTECTION.
- 2 THERE SHALL BE NO BUILDING OVERHANG OR OTHER OBSTRUCTION THAT WILL PREVENT ACCESS WITH A BOOM TRUCK OR CRANE.
- 3 ASSEMBLY "B" FOR 3Ø 500 - 2500 KVA PADMOUNT TRANSFORMERS INSTALLATION IS SHOWN.
- 4 EASEMENT SHALL BE LOCATED A MINIMUM OF 3' FROM THE CLOSEST BUILDING WALL.
- 5 FOR PULL BOXES AND PAD SIZES SEE DSU 1210.
- 6 A MINIMUM STANDARD EASEMENT OF 16' X 18' IS REQUIRED. A LARGER EASEMENT OF UP TO 16' X 22' MAY BE REQUIRED TO MEET OPERATIONAL CLEARANCES.
- 7 FOR ANY CLARIFICATION OR QUESTIONS REGARDING THIS STANDARD, CALL THE EL PASO ELECTRIC COMPANY DISTRIBUTION DESIGN DEPARTMENT.